

# REQUEST FOR QUALIFICATIONS



## **ANNUAL CONTRACT FOR PUBLIC WORKS SERVICES: ROAD CONSTRUCTION-REPAIR, SIDEWALK CONSTRUCTION, STORM PIPE WORK, SHOULDER REPAIR AND SNOW REMOVAL**

***Date Issued: January 27, 2014***

*The City of Dacula will receive sealed qualifications from suppliers at Dacula City Hall located at 442 Harbins Road Dacula, Georgia 30019 **until 3:00 p.m. legal prevailing time on February 21, 2014 for:***

### **Public Works Contractor Services for City of Dacula.**

The City of Dacula Mayor and City Council will be soliciting and evaluating qualification submissions requesting the following services to be performed on a task order basis by a Contractor to include (but not limited to) providing services for all aspects of grading, including but not limited to, construction and repair of storm sewer systems, sidewalks, shoulder repair, road construction, snow removal, etc. to the City of Dacula.

Qualification documents may be obtained at Dacula City Hall or the City's web site at [www.daculaga.gov](http://www.daculaga.gov)

All qualification submittals will be evaluated in accordance with applicable City of Dacula rules, regulations and laws. Evaluation of firms submitting statements of qualification for this project will be based on qualifications, experience and performance on past projects along with references. The City of Dacula will select the Contractor(s) that, in

its opinion, offers the most favorable combination of qualifications for the services required.

Factors to be considered in the evaluation include: qualifications of the personnel, experience on similar services, performance on past contracts and references for same services. This will result in a **“shortlist of qualified firms”**. After the “short list” is compiled, the second step may include to schedule interviews of the “short listed” consultants, if necessary. **The City reserves the right to award qualification proposals to more than one vendor.**

Bid Bond, Payment Bond and Performance Bond will not be required for the purposes of this RFQ but will be necessary once a contract is in force for each scope of work. The successful bidder(s) will be required to provide insurance in the amount of at least (\$1,000,000.00) one million dollars as required by paragraph 13 of the “terms and conditions” of these documents.

Your submittal must have a signature in its **“original form”** to include Appendix A. Firms should submit seven (7) copies of qualifications one which should be marked as “original”.

During the evaluation process, the City reserves the right, when it may serve the City’s best interest to request information or clarification from proposers or to allow corrections of errors or omissions.

Failure to sign your proposal will force your proposal to be declared as “Non-Responsive” and not considered for award. The City reserves the right to retain all qualification proposals submitted and use any idea (s) in a proposal regardless of whether that proposal is selected.

The City shall reserve the option to reject any or all proposals, in whole or part, or to select any proposer to complete the described work. Award of the Contract will be based on cost, prior quality of work, references, response time to mobilize and begin work and other subjective criteria as the City may deem necessary and as the City may determine at its sole discretion. The Undersigned proposer expressly understands that their statement of qualifications may be rejected by the City for any reason without liability on part of the City to the Undersigned proposer.

**A pre-proposal meeting shall be scheduled for Tuesday February 11, 2014 at 2:00 p.m.** Attendance is encouraged. All questions concerning this project shall be submitted **in writing** by fax or email to the City of Dacula, P.O. Box 400, Dacula, Georgia 30019, fax number 770-513-2187 or email to [daculacityhall@att.net](mailto:daculacityhall@att.net) **no later than Friday February 14, 2014 by 5 p.m.**

**Qualification Proposals not signed will be declared as “Non-Responsive” and not considered for award.**

**City of Dacula**

**Proposer's Response**

Part II Proposal (This section to be completed by the Proposer)

Date of Bid: \_\_\_\_\_

The undersigned agrees, if this Proposal is accepted within (30) thirty calendar days after date of opening, to furnish all supplies or services in strict accordance with provisions of this Request for Qualifications.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same supplies or services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal.

*Proposal Information*

(Type or Print)

\_\_\_\_\_

*Name of Company*

\_\_\_\_\_

*Address*

\_\_\_\_\_

*City, State Zip Code*

( ) \_\_\_\_\_

*Phone Number*

( ) \_\_\_\_\_

*Fax Number*

*Name and Mailing Address*

or where to send payments

\_\_\_\_\_

*Name of Company*

\_\_\_\_\_

*Address*

\_\_\_\_\_

*City, State Zip Code*

( ) \_\_\_\_\_

*Phone Number*

**Tax ID Number**

\_\_\_\_\_|\_|-|\_|\_|\_|\_|\_|\_|\_|

Name and Title of Person authorized to sign

Name

Title

Signature

**Proposals not signed must be declared as “Non-Responsive” and not considered for award.**

## **S.A.V.E Program Affidavit**

*Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

### **BACKGROUND**

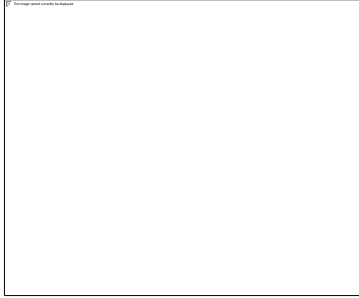
Pursuant to the “Georgia Security and Immigration Compliance Act,” the City of Dacula cannot contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all new employees. Neither may any contractor or subcontractor enter a contract with the city in connection with the physical performance of services unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

### **PROCEDURE**

Affirmative language will be set forth in contracts for the performance of services regarding the above requirement. The City will require an affidavit from a contractor showing its compliance with the requirements of O.C.G.A. § 13-10-91 at the time a contract for the performance of physical services is executed. The contract shall include language referencing this obligation and providing that failure to supply an affidavit evidencing such compliance (or to continue to meet the statutory obligation during the life of the contract) shall constitute a material breach of the contract. Upon

notice of such breach, the contractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the City should be entitled to all available remedies, including termination of the contract and damages.

*SEE DRAFT AFFIDAVIT ON FOLLOWING PAGE*



## CITY OF DACULA COUNCIL S.A.V.E Program Affidavit

*Systematic Alien Verification for Entitlements (SAVE) Program  
Office of U.S. Citizenship and Immigration Service (USCIS).*

### AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with the City of Dacula, Georgia, has registered and is participating in a federal work authorization program\* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), in accordance with the deadlines established in the referenced statute.

*\*The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

BY: Authorized Officer or Agent  
[Contractor Name]

Date

Printed Name

Vendor's / Contractor's E-VERIFY #

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC  
MY COMMISSION EXPIRES:

A. **Scope:** To provide On Call Contractor Services – (Annual Contract) for the City of Dacula

I. **Purpose of Proposal:** To provide services for all aspects of grading, including but not limited to, construction and repair of utilities, storm sewer systems, sidewalks, shoulder repair, road construction and snow removal to the City of Dacula during the period of 2014.

II. **Procedures for Using Contract:**

1. Upon determination that the City needs any or all of the listed services, the City will provide a written request for a bid to submit a Work Request Authorization (WRA) that provides a final cost and response time proposal for the work to be completed. The City will award each individual bid to one of its “selected vendors” in this proposal. A fair and equitable price is to be provided and used for cost estimation. Upon final agreement between the City and Contractor, a written and executed contract will be issued for needed services, except during emergency events.
  2. The successful vendor cannot perform any work without an official written request for bid and acceptance from the City and must stay within the scope of the needed services.
  3. The contract may be used for construction services on a case-by-case basis.
  4. The contract may be used for additional services on a construction project.
  5. The contract may be used for identification of a level of effort for a potential project.
  6. The successful bidder will be required to have personnel on site to perform any requirement of this Request for Proposal within 10 days of being notified by a City representative unless a longer period of time is agreed upon.
  7. During emergency events, Contractor must be able to respond within eight (8) hours. This might require work on nights, weekends, and/or holidays.
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### III. General Requirements:

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1. All construction is to be conducted in accordance with City of Dacula construction methods and standards.
2. The City will not pay overtime charges.
3. Contractor shall not be paid for mileage and travel time to and from the site. Time charges shall begin when employee reaches site and end when employee leaves. Bidder should incorporate expected travel costs into the case by case bid.
4. Contractor shall be sure all billing/invoices are clear as to the City and project. The Consumer Price Index will be used to adjust rates for renewal. The bid may not be withdrawn for a period of thirty (30) days after date of opening. Bids must be accompanied by a bid bond payable to the City of Dacula in an amount equal to five percent (5%) of the Bid amount. Performance Bond and Payment Bond, each in amount equal to 100% of the Contract Sum, will be required of the successful bidder. These bonds are to be executed by a Surety Company licensed to do business in the State of Georgia, be listed on "Department of the Treasury Circular 570". Time is of the essence to the Contract performance. The Scope of Work shall be substantially complete according to each individual scope of work and project by project basis from the date of the Notice to Proceed.
5. Bidder's will be required to furnish references and evidence satisfactory to the Owner that he and his proposed subcontractors have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner. The above description is an advertisement for proposals which is to be considered as offers for performance of work by the submitting party. The Owner reserves the right to accept or reject any or all bids and to waive technicalities.
6. Successful Bidder will prepare Asphalt prices for bid based on the current GDOT Asphalt Cement Price Index listed at the time of bid. The successful Contractor's pay request will list the current GDOT Asphalt Cement Price Index at the time of purchase. The difference in price between the GDOT Asphalt Cement Price Index at bid and at purchase will either be a change



order to the Contractor or a Credit to the Owner. The GDOT Asphalt Cement Price Index is in accordance with Special Provision (dated September 15, 2005), Section 400.5.01 Adjustments, the asphalt price index for the month of the Letting posted on the Georgia Department of Transportation Website.

7. Successful vendors who are chosen by the City of Dacula will provide bids for each individual City of Dacula project with estimated personnel and equipment time and materials.
8. Contractor is responsible for acquiring any necessary permits, inspections, and paying any fees associated with the project.
9. Time of completion for the work authorized under each work request will be established at the time of issuance of such work order. If contractor fails to complete the work under any purchase order within the time allotted, contractor agrees to pay City of Dacula per "Schedule of Liquidated Damages for each day of Overrun in Contract Time" on page 19 of bid package.

Note: Failure to return the information requested on the following pages as part of bid-qualification documents will result in rejection of proposal package.

#### **IV. Qualifications:**

The City of Dacula prefers to accept proposals from vendors with five (5) years' experience minimum; however, these factors and the following will be studied to assist the City in the decision process:

- A. Number of years in business;
- B. Description of the Firm's organization / management structure;
- C. Firm's facilities and equipment;
- D. Firm's experience and licenses in doing the same type contracts;
- E. List of Client References (3 minimum);
- F. Contracts of like nature currently being performed;
- G. List of relevant past public works type projects (5 minimum).
- H. Number of professional staff available for this contract;
- I. Resumes of Key personnel;

- J. Map of office locations serving City of Dacula;
- K. Number of standby or temporary professional staff available for emergencies that might arise during the life of the contract.

## **V. Content and Format of Proposals**

Proposals shall be bound and contain a maximum of 30 pages (cover page & section dividers). The following shall be addressed as a minimum, with sections tabbed with numbers as follows:

### **1. Introductory Letter**

- a. Firm Name
- b. Address
- c. Contact Name
- d. Former Firm Names, Joint Venture Information, Out of State Offices, if applicable
- e. A clear and concise response as to why the City of Dacula should select your firm for this project.

**Note: Failure to meet this requirement will be considered “non - responsive”, and the entire submittal will be rejected.**

### **2. Firm Experience and workload**

Include the information requested in Section IV above that pertain to your firm’s experience and workload in this section.

**Note: Failure to meet this requirement will be considered “non - responsive”, and the entire submittal will be rejected.**

### **3. Firm Personnel Experience**

Include the information requested in Section IV above that pertain to your firm’s personnel experience in this section

**Note: Failure to meet this requirement will be considered “non - responsive”, and the entire submittal will be rejected.**

### **4. Firm’s Facilities and Equipment**

Include the information requested in Section IV above that pertain to your firm’s facilities and equipment in this section

**Note: Failure to meet this requirement will be considered “non - responsive”, and the entire submittal will be rejected.**

### **5. Selection Process**

[illegible]

Questions:

- All questions concerning the proper method of submittal of your proposal are to be directed in writing or email to: [daculacityhall@att.net](mailto:daculacityhall@att.net)

Note: Any exceptions to or variations from the above specifications must be stated  
on attached page names "Exceptions to Specifications" to be considered.

Exceptions to Specifications:

- All exceptions to the enclosed specifications must be stated below to be considered:

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**VI. Vendor Information:**

A. Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

B. Normal Business Hours Phone (Toll-Free): \_\_\_\_\_

C. Years In Business: \_\_\_\_\_

D. Web Site Address: \_\_\_\_\_

E. Can You Meet Insurance Requirements? \_\_\_\_\_ Yes \_\_\_\_\_ No

F. State Percent of Work of Your Total Business You Now Perform for Government Agencies: \_\_\_\_\_%.

G. List (3) Three Government Agencies:

- (1) Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_
- (2) Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_
- (3) Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_

**VI. Evaluation and award:**

Inspection of facilities: The City may require the bidder to make his facility available for inspection or may require additional information concerning his ability to perform a contract for this service. Failure to comply if requested will be cause for rejection of bid.

**VII. Submittal Instructions:**

One (1) original and seven (7) hard copies of the proposal must be properly addressed and received by the City of Dacula no later than **3pm on February 20, 2014**. Proposals submitted after that date and time will not be considered. The Proposal Letter and Certification, included as Appendix A of this RFQ, must be included in the package and must be signed by a person authorized to legally bind the company. Failure to include this signed proposal letter will result in the rejection of your response.

Restrictions on Communications with Staff: From the issue date of this RFQ until a firm(s) is selected and the selection is announced, Proposers are directed to submit all questions about this RFQ including technical requirements, submission instructions, and any other general inquiries to City of Dacula Attn: Roads RFQ, in writing or via email to [daculacityhall@at.net](mailto:daculacityhall@at.net) no later than February 14, 2014 at 5:00 pm. Oral instructions or explanations given prior to award are not binding. Any information given to a prospective proposer concerning this proposal will be furnished to all known prospective proposers as an amendment to this proposal, if such information is necessary to proposers in submitting proposals, or the lack of such information would be prejudicial to uninformed proposers.

Selection Criteria: The RFQ submissions will be reviewed by City staff. Additionally, the City may, in its sole discretion and in the course of its evaluation, invite consultant firms to interview with the City with submission of a preliminary detailed scope and more refined estimate of fees. The City staff will forward a recommendation of the top firm(s) to the City Council for approval. If the staff cannot successfully negotiate a contract with the top firm, it may then negotiate with the next highest ranked firm(s).

#### **VIII. Terms and conditions:**

The City of Dacula reserves the right to addend the RFQ prior to the date of proposal submission. Addenda will be posted to the Dacula website at [www.daculagov.com](http://www.daculagov.com) no later than three (3) days before the submission date. The proposal determined by the City of Dacula to best meet the needs of this request may be awarded a contract provided the project is accepted for the purpose requested. The City of Dacula reserves the right to accept or reject the proposals and may consider modifications to the same prior to award of a contract. The City of Dacula is not responsible for any cost relative to development and presentation of this proposal. It is the intent of the City of Dacula to award a contract agreement to the responsible Proposer whose proposal is determined in writing to be the most advantageous for the City. The City of Dacula reserves the right to waive any technicality and to reject or accept any and all proposals submitted in its entirety or to accept any portion or element thereof if it is determined that either method results in lower costs, better service, final satisfaction or is otherwise determined to be in the best interest of the City of Dacula.

- 4.1 Proposal Withdrawal. Prior to the due date, a submitted proposal may be withdrawn by the Proposer by submitting a written request to the City. A person authorized to sign for the Proposer must sign requests.

- 4.2 Contract. Proposer will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification.
- 4.3 Breach of Contract. Contractor agrees to furnish all services and deliverables necessary to carry out and complete in good, firm and substantial, workmanlike manner, the scope of work specified, in strict conformity with this document. The attached Proposal letter and Certification (Appendix A) must be signed and submitted with RFQ responses.
- 4.4 Conflict of Interest. If a Proposer has any existing client relationship(s) that involves the City of Dacula that would prevent their being objective, the Proposer must disclose such relationship(s).
- 4.5 Confidentiality Requirements. The proposal is subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in the proposal.
- 4.6 Policy on Drug-Free Workplace. The final award of a contract is contingent upon the Proposer certifying to the City that a drug-free workplace will be provided for the Proposer's employees during the performance of the contract as required by the "Drug-Free Workplace Act" (O.C.G.A. 50-24-1).
- 4.7 Policy on Hiring of Non-Resident Aliens. The final award of a contract is contingent upon compliance O.C.G.A. 13-10-91 (E-Verify Program) and Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and the Contractor certifying to the City that it, and all its subcontractors, has registered and currently participates in the federal work authorization program to verify information of all new employees with respect to all public employers, contractors, or subcontractors. Contractor may be suspended, terminated, or debarred if it is determined that the Contractor has made false certification or that the Contractor has violated such certification by failure to carry out this requirement.

## **Terms and Conditions---Request for Proposal and Subsequent Contract**

1. Changes: No change will be made to this invitation except by written modification by the City. Requests for interpretation or changes must be in writing or email no later than February 14, 2014 by 5:00pm.
2. Signing of Proposal: Failure to sign your bid in the proper space provided on Part II of Bid will force your proposal to be declared as "Non-Responsive" and not considered for award.
3. Risk of Loss: Vendor agrees to bear all risk of loss, injury, and destruction of goods and materials ordered herein which occur prior to delivery to include concealed damage; and such loss, injury, or destruction shall not release vendor from any obligation.
4. Bid Acceptance Time: Proposals requiring acceptance by the City in less than thirty (30) calendar days could be rejected by the City.
5. Withdrawal of RFQ: Proposals may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of proposals. Negligence on the part of the proposer in preparing his proposal confers no right of withdrawal or modification of his proposal after the proposal has been opened.
6. Award of Contract: Award will be made to that responsible bidder whose bid, conforming to the Request for Proposal, will be most advantageous to the City. The City reserves the right to reject any and/or all bids submitted and to waive any technicalities or minor irregularities in bids received. A written award, mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party. Contract (s), if awarded, will be on a lump sum basis or individual item basis, whichever is found to be in the best interest of the City of Dacula.
7. The vendor, in accepting this contract, attests that he is in compliance with the nondiscrimination clause contained in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and prescribed by the Secretary of Labor, which is incorporated herein by reference.
8. Exceptions to Specifications: Any award resulting from this invitation shall bind the bidder to all terms, conditions, and specifications set forth in this invitation. Bidders whose bids do not conform should so note on a separate page.
9. Proposal Results: Interested parties may request, in writing, a Bid Tabulation by sending a self-addressed, stamped envelope with their request to:



City of Dacula  
PO Box 400  
Dacula, Georgia 30019

10. Payment: Payments will be made upon all items completed each month or completion of all work and acceptance by the City on invoices submitted and approved by the proper City representative within (30) thirty days receipt of invoice unless Paragraph 16 applies. Invoices are to be submitted to:

City of Dacula  
Attn: Accounts Payable

**P. O. Box 400**

**Dacula, Georgia 30019**

10.1: Itemize all invoices in full. Mail the original and one copy of your invoice to the address above.

All invoices submitted will be closely monitored for accuracy. Any invoice found to be incorrect will be returned to vendor for correction.

10.2: Vendor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with specifications, quantities, and price as set forth on the purchase order. A City employee's signature must appear on the delivery receipt or invoice.

10.3: Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use tax. A certificate will be furnished if requested. The City of Dacula is exempt from taxes but the successful proposer shall pay all taxes required of them by law and Gwinnett County cannot exempt others from tax.

10.4: Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (House Bill 837; 13 O.C.G.A. Chapter 11 Et. Seq.).

11. Inquiries Regarding Payment: All inquiries regarding payment of invoices are to be directed to:

City of Dacula  
Attn: Accounts Payable  
P.O. Box 400

**Dacula, Georgia 30019**

**12. Execution of Contract:** Subsequent to the award, the successful bidder will be presented with a contract. Contract is to be executed within ten (10) calendar days of "Notice of Award" together with the required payment and performance bonds prescribed on page 7. If the contract document is mailed, the date of presentation shall be deemed to be the postmark date. The successful proposal and this Invitation for Bid shall be incorporated into the contract, except to the extent that this invitation conflicts with the contract, in which case the provisions of the contract shall take precedent.

**13. Certificate of Insurance:** Insurance Guidelines. Required documentation includes certificate from insurance company showing issuance of Worker's Compensation coverage for the State of Georgia. Successful bidder will be required to furnish a Certificate of Liability Insurance in an amount not less than (\$1,000,000.00) one million dollars per occurrence to protect the County throughout the life of the contract against "All Risks". Coverage to include but not be limited to General Liability: Comprehensive Form, Premises/Operations, Underground Explosion and Collapse, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, Personal Injury, and Automobile Liability. Worker's Compensation and Employer's Liability are to be statutory amounts. Certificate must be furnished within (10) ten calendar days of a "Notice of Award" being issued.

Contractor shall provide the City with a certificate of insurance with The City of Dacula named as an additional insured and shall maintain limits no less than:

**General Liability**

\$1,000,000 General Liability combined single limit per occurrence, for bodily injury, personal injury, and property damage.

**Automobile Liability**

\$1,000,000 Automobile Liability combined single limit per accident, for bodily injury and property damage, when applicable.

**Workers' Compensation and Employers' Liability**

Workers' Compensation shall be provided at the Statutory Minimum as required by State Law.

**14. Insurance Requirements**

The Contractor shall secure and maintain for the duration of the contract liability, statutory workers compensation insurance, automobile liability insurance coverage,

general liability insurance and errors and omissions insurance. Proof of insurance shall be provided to the City as a part of the Contract, and the City shall be notified of any changes in insurance coverage status during the Contract period. All insurance companies must be licensed to do work in the State of Georgia. The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

The Consultant shall provide the City of Dacula with a certified copy of each of the policies indicating the existence of the policies prior to the beginning of any contract services. In the event a binder is delivered, it shall be replaced within ten (10) days by a certified copy of the policy. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the official City of Dacula representative. A renewal policy or certificate shall be delivered to the City of Dacula at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City of Dacula as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City of Dacula, the Consultant shall deliver to the City of Dacula representative upon demand a certified copy of any policy required herein for review.

15. Inclusion: All items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this Request for Qualifications will be the responsibility of the successful proposer to provide at no other cost to the City unless so stated on the successful bidder's proposal as additional cost items and accepted by the City at the time of the award and/or contract.

16. Regulatory Agencies: Successful bidder will be responsible for all required permits or license required by regulatory agency of the city, county, state, or federal governments. Further, successful bidder will be responsible for meeting all requirements of any regulation (s) or guideline (s) of any of the said governments or any independent agency recognized by said governments as publisher of any such regulation (s) or guideline (s).

17. Independent Contractors: The proposer represents to the City of Dacula that they are fully experienced and properly qualified to perform the functions provided herein and that he is properly equipped, organized, and financed to perform such functions. The proposer shall finance his own operations hereunder, shall operate as an independent contractor and not as an agent of the City of Dacula and nothing contained in this Request for Qualifications or a contract resulting from same shall be construed to constitute the proposer or any of his employees, servants, agents, or subcontractors as a partner, employee, servant, or agent of the City nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.

18. Assignment of Contractual Rights: It is agreed that the successful proposer will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent of the City.
19. Starting Time: Work will commence within ten (10) calendar days after being issued a "Notice to Proceed" on the Project and commence in a routine, orderly manner until completion and acceptance by the City.
20. Change Orders: Any and all change orders requested by the successful bidder on any project must be approved per the City Purchasing Policies through the contract administrator prior to any work being performed outside the contract agreement for which compensation over and above the contract is requested must have an approved change order. If work is done before approval of a change order, the subsequent change order will be rejected.
21. Indemnity: Successful proposer agrees, if entering into a contract as a result of this invitation, to defend, indemnify, and hold harmless the City of Dacula from any and all courses of action or claims of damages arising out of or related to proposer's performance or actions or those of his employees or agents, under said contract.

Hold Harmless Agreement (indemnity)

The Contractor shall agree to hold the City, its officers, agents, and employees harmless from any and all claims made against the officers, agents, and employees of the City which may arise out of any action or omission of the Contractor or any of its officers, agents, or employees. The agreement to hold the City, its officers, agents, and employees harmless shall not be limited to the limits of the liability insurance required under provisions of these specifications or the contract, of which these specifications will be made a part.

22. Termination: Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this Request for Qualifications, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Mayor and City Council of City of Dacula, Georgia on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the City Council at a public meeting and such action entered in the official minutes of the Dacula City Council.

23. Appropriation of Funds: Initial contract and any continuation contract (s) will terminate immediately and absolutely at any such time as there are no appropriated and

otherwise unobligated funds available to satisfy the City's obligations under said contract (s).

24. Cancellation for Cause: Should either party fail to comply with the terms and conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non-compliance to the terms and conditions of this contract. The other party shall have fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of thirty (30) calendar days following the date of the initial letter of complaint.

25. Liquidated Damages: Contractor shall complete all work in the time stated as the "Substantial Completion Time". In the event that the contract is not completed within the specified time, the contractor hereby agrees he is in default of this bid. In addition to and not is substitution for any of the rights or remedies which the City may have under this bid or otherwise against the contractor by reason of this default, shall pay to the City, not as a penalty, but as liquidated damages, the sum of:

Schedule of Liquidated Damages for each Day of Overrun in Contract Time

<u>Original Contract Amount</u>	<u>Daily Charge</u>
\$ 0.00 - \$49,999.00	\$ 250.00
\$ 50,000.00 - \$99,999.00	\$ 350.00
\$100,000.00 - \$499,999.00	\$ 450.00
\$500,000.00 - \$999,999.00	\$ 500.00
\$1,000,000.00 - Up	\$ 600.00

Each day beyond said completion date, Saturdays and Sundays not to be included. Calculation of said days will be in the sole interpretation of the City and/or the City's representative (s). See Attachment "A" for our standard weather days schedule.

26. Anti-Discrimination Clause: "The City of Dacula does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or service provided."

27. Commodity Status: It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, that all bags, containers, etc., shall be new and suitable for storage; unless otherwise stated by the City of Dacula.

**APPENDIX A**

**CITY OF DACULA  
PROPOSAL LETTER AND CERTIFICATION**

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Qualification (RFQ). The Fee Schedule offered herein shall apply for the initial period of time stated in the RFQ.

We further agree to strictly abide by all the terms and conditions of the City of Dacula as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with the Proposal.

It is understood and agreed that this Proposal constitutes an offer, which when accepted in writing by the City of Dacula, and subject to the terms and conditions of such acceptance, may be the basis for a valid and binding contract between the undersigned and the City of Dacula.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this statement is made in accordance with the provisions of such specifications. By our written signature on this Proposal, we guarantee and certify that all items included in this statement meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. It is further understood that the City of Dacula reserved the right to reject any or all offers, waive technicalities, and informalities, and to make a contract award in the best interest of the city.

It is understood and agreed that this Proposal shall be valid and held open for the current calendar year from the acceptance date of this proposal.

I certify that this Proposal and offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the RFQ and certify that I am authorized to sign this Proposal for the Proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature \_\_\_\_\_

Date\_\_\_\_\_

Print/Type

Name\_\_\_\_\_

Print/Type Company Name Here

\_\_\_\_\_